

The Honorable Marc L. Barreca
Hearing Date: March 13, 2024
Hearing Time: 9:00 a.m.
Chapter 13
Response Date: March 6, 2024

IN THE UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In Re:

JORDAN D. BUCKLIN and ZOE L.
ZIEGLER,

Debtors.

No. 23-12555-MLB

DECLARATION OF MICHELLE
RENEE TASKER-BELL IN SUPPORT
OF MOTION FOR RELIEF FROM
STAY OR IN THE ALTERNATIVE
FOR ADEQUATE PROTECTION

I, MICHELLE RENEE TASKER-BELL, declare:

1. I am a Bankruptcy Specialist for Nuvision Credit Union (“Creditor”) and have custody of the debtors’ account files and am competent to testify to the matters stated herein.

2. Obligation and Collateral. Debtor, Jordan Bucklin, signed a Retail Installment Contract – Simple Finance Charge (the “Contract”) on February 8, 2020. Attached hereto as **Exhibit A** is a true and correct copy of the Contract. Creditor is the holder of the Contract, and the legal owner on the Certificate of Title for a 2020 Hyundai

DECLARATION OF MICHELLE RENEE TASKER-BELL IN
SUPPORT OF NUVISION CREDIT UNION’S MOTION FOR
RELIEF FROM STAY
(CASE NO.: 23-12555-MLB)

Page 1 of 2

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DAVIES PEARSON, P.C.
ATTORNEYS AT LAW
1498 PACIFIC AVENUE, SUITE 520
P.O. BOX 1657
TACOMA, WASHINGTON 98401
TELEPHONE (253) 620-1500
TOLL-FREE (800) 439-1112
FAX (253) 572-3052

1 Palisade, VIN #KM8R4DHE6LU094624. Attached hereto as **Exhibit B** is a true and
2 correct copy of the Vehicle Certificate of Title.

3 Status of Contract. The debtor has failed to make the monthly payments.

4 Balance Owning. The debtor has failed to make the total monthly payments
5 of \$723.88 since November, 2023. A principal payment was made in November, 2023,
6 but no further payments have been made. Attached hereto as **Exhibit C** is a true and
7 correct copy of the Loan Payout Quote as of January 30, 2024. The principal balance
8 owing on the Contract as of the petition date, December 30, 2023, was \$29,070.50.
9 However, there are also late charges, fees and costs. In addition, interest continues to
10 accrue at the rate of \$5.37 per diem.

11 Value. Relevant industry resources indicate the vehicle's retail value is
12 between \$23,300.00 and \$32,575.00. The vehicle has already been turned over to
13 Creditor.

14 Possession. The Creditor is making this motion in order to obtain relief
15 from the automatic stay to liquidate the vehicle, and apply the proceeds to the balance
16 owing Creditor by the Debtors.

17 I declare under penalty of perjury that the foregoing is true and correct.

18 DATED this 16 day of February, 2024.

19 *Michelle Tasker-Bell*

20 Michelle Renee Tasker-Bell

21
22 DECLARATION OF MICHELLE RENEE TASKER-BELL IN
SUPPORT OF NUVISION CREDIT UNION'S MOTION FOR
RELIEF FROM STAY
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Page 2 of 2

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**RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE
(WITH ARBITRATION PROVISION)**

DEAL 84279

Dealer Number N/A

Contract Number N/A

Buyer Name and Address BRYAN D BOCKLIN 5465 166TH AVE SE BURNING WOOD WA 98022	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) ADAM INC. DBA DOUG'S LYNNWOOD 20612 HIGHWAY 99 LYNNWOOD, WA 98036
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The Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the terms on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below, as explained in section 1 on the back. Truth in Lending Disclosures below are part of this contract.

Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
2020	HYUNDAI PALISADE	35	KH2RA4DH6LU094624	<input checked="" type="checkbox"/> Personal, family or household use <input type="checkbox"/> Business <input type="checkbox"/> Agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit, including your down payment of \$ 3500.00
6.74 %	\$12570.54	\$48235.38	\$60805.92	\$64305.92

Your Payment Schedule Will Be:		
Number of Payments	Amount of Payments	When Payments Are Due
64	723.88	Monthly beginning 03/24/2020
N/A	N/A	N/A

As Follows:

N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 5.00 or 5% of the part of the payment that is late, whichever is greater.
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
 Additional information: See this contract for more information including information about nonpayment, default, any required payment in full before the scheduled date and security interest.

ESTIMATION OF AMOUNT FINANCED

Cash Sale Price

Vehicle Cash Price	\$ 43520.00
Other: <u>EXCHANGE</u>	\$ 399.00
Other: <u>N/A</u>	\$ N/A
Other: <u>N/A</u>	\$ N/A
Other: <u>N/A</u>	\$ N/A
Sales Tax	\$ 4818.63
Documentary Service Fee (THE DOCUMENTARY SERVICE FEE IS A NEGOTIABLE FEE. Documentary service fees are not required by the state of Washington.)	\$ 150.00
Total Cash Sale Price	\$ 48937.63 (1)

Total Downpayment =

Trade-In (N/A)	2001	FORN	ESCAPE	(Model)	
Other Trade-In Allowance					\$ 1000.00
Less Payoff Under Old Seller					\$ N/A
Equal Net Trade-In					\$ 1000.00
• Cash					\$ 2500.00
• Other: <u>N/A</u>					\$ N/A
Total downpayment is negative, enter "0" and to 4th below					\$ 3500.00 (2)
Unpaid Balance of Cash Price (1 minus 2)					\$ 45437.63 (3)

Other Charges Including Amounts Paid to Others on Your Behalf
(Seller may keep part of these amounts.)

A. Cost of Optional Credit Insurance Paid to:

Insurance Company or Companies	\$ N/A
Life	\$ N/A
Disability	\$ N/A

B. Other Optional Insurance Paid to Insurance Company or Companies:

Total Insurance Paid to Insurance Companies	\$ N/A
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C. Optional Day Rental:

	\$ 895.00
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D. Other Fees Paid to Government Agencies:

to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A

E. Government Taxes Not Included in Cash Price

	\$ N/A
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F. Government License and Registration Fees

LIC FEE	\$ 200.00
Government Certificate of Title Fees	\$ 5.25
Total Official Fees Paid to Government Agencies	\$ 205.25

G. Other Charges (Seller must identify who is paid and describe purpose):

to N/A for Pre-Credit or Lease Estimation	\$ N/A
to N/A for N/A	\$ N/A
to HYUNDAI HAIN for HAIN	\$ 1695.00
to ADAM INC. DBA for ADMIN FEE	\$ 2.50
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
Total Other Charges and Amounts Paid to Others on this Sale	\$ 2792.25 (4)
Amount Financed (3) (5)	\$ 48235.38 (5)

APPROX. (7) You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before
 N/A Year N/A SELLER'S INITIALS N/A

If you choose, your last installment payment under this contract is in balloon payment (balloon payment). You have the option to do one or more of the following, as checked, at the time the balloon payment is due:

- ☐ a) You may pay your Balloon Payment when due.
- ☐ b) You may refinance the Balloon Payment. See paragraph 1.4 on the reverse side of this contract for details.
- ☐ c) You may sell the vehicle to us. See paragraph 1.4 on the reverse side of this contract for details. If you exercise this option, you must pay \$ N/A per mile for each mile in excess of 12,000 miles driven on the odometer and you must pay for excess wear and use as provided in paragraph 1.4.

Assignment has been assigned to its qualified intermediary N/A. In light (and not in derogation) with respect to the purchase and sale of the vehicle.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Co-Buyer Signs X
 If any part of this contract is not valid, all other parts stay valid. We may deny or limit our liability under any of our rights under the contract without being liable. For example, we may extend the time for making these payments without extending the time for making others.
 You authorized us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.
 See back for other important agreements.

NOTICE TO BUYER: (a) Do not sign this contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank. (b) You are entitled to a copy of this contract at the time you sign it. (c) You may at any time pay off the full unpaid balance due under this contract, and in so doing you may receive a partial rebate of the finance charge. (d) The finance charge does not exceed 6.7500% (must be filled in) per annum computed monthly.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration provision on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Date 02/08/20 Co-Buyer Signs X N/A Date _____

Co-Signer and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____ N/A Title FI MGR

Seller Signs _____ ADAM INC. DBA Date 02/08/20 By X _____ Title FI MGR

Seller assigns its interest in this contract to _____ (Assigned) under the terms of Seller's agreement with Assignee.

☒ Assigned with recourse ADAM INC. DBA DOUG'S LYNNWOOD MAZD ☐ Assigned without recourse ☐ Assigned with limited recourse

Seller _____ By _____ Title _____

PLAIN FORM NO. 650-N/A-10-A (This form may be used with any vehicle, regardless of whether it is a new or used vehicle, and regardless of whether it is a motor vehicle or a trailer.)
 This form is required to be filed with the Department of Motor Vehicles (DMV) in the state of Washington. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Oregon. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of California. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Nevada. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Arizona. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of New Mexico. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Idaho. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Utah. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Wyoming. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Colorado. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Montana. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of North Dakota. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of South Dakota. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Nebraska. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Kansas. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Oklahoma. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Missouri. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Arkansas. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Louisiana. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Mississippi. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Alabama. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Georgia. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Florida. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of South Carolina. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of North Carolina. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Virginia. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of West Virginia. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Maryland. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Delaware. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Pennsylvania. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of New Jersey. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of New York. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Connecticut. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Rhode Island. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Massachusetts. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Vermont. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of New Hampshire. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Maine. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of New Brunswick. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Nova Scotia. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Prince Edward Island. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Saskatchewan. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Alberta. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of British Columbia. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Yukon. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Northwest Territories. It is also required to be filed with the Department of Motor Vehicles (DMV) in the state of Nunavut.

ORIGINAL LENDER

EXHIBIT A

HER IMPORTANT AGREEMENTS

FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We based this Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- Balloon Payment Options. Your Balloon Payment is due and payable as disclosed on the front of this contract. Because the contract is a simple finance charge contract, your Balloon Payment may differ from the amount shown depending on your payment habits. If checked on the front of this contract, you have the following options.
 - Pay in Full.** You may pay the Balloon Payment in full when due.
 - Refinance.** You may refinance the Balloon Payment if you do not pay the Balloon Payment when due. You agree that the annual percentage rate for the refinancing will be the lower of the rate agreed to by you and us at the time of refinancing or the maximum rate permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment will be the same as in this contract if the refinanced amount will be fully paid within 36 months of the due date of the Balloon Payment. Otherwise, the monthly payment amount will be the amount needed to fully pay the refinanced amount within 36 months of the due date of the Balloon Payment. You may choose to refinance the Balloon Payment before it is due according to the above terms if you notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balloon Payment. If you choose to refinance, you must provide proof of insurance acceptable to us before the refinancing.
 - Set Back.** You may set the vehicle to us for an amount equal to the Balloon Payment. You must pay us any other amount owed under the contract. The amount you owe will be based, in part, on the vehicle's mileage. You also must pay us the estimated costs of all repairs to the vehicle that are the result of excess mileage and excess wear and use as described below and on the front of this contract. You must take the vehicle for inspection, to a place we select, no later than 15 days prior to the Balloon Payment due date. After the inspection, if you decide to set the vehicle to us, you must deliver the vehicle to us no later than the Balloon Payment due date. At that time, you must also give us a title, which shows no liens other than our lien, transferring ownership to us or a person we select. After the inspection, if you decide not to set the vehicle to us, you must contact us immediately.

You must pay us the excess mileage fee shown on the front of this contract. You are also responsible for repairs of all damage to the vehicle that is the result of excess wear and use. These repairs include, but are not limited to:

- Replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread.
- Repair all mechanical defects.
- Repair or replace, as needed, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all cracked, scratched, rusted, pitted, broken or missing trim and grill work; all cracked, cracked, pitted or broken glass; all faulty window mechanisms; all stains, burns or worn areas, and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to us.

- How late payments or early payments change what you must pay. We based this Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- Balloon Payment Options. Your Balloon Payment is due and payable as disclosed on the front of this contract. Because the contract is a simple finance charge contract, your Balloon Payment may differ from the amount shown depending on your payment habits. If checked on the front of this contract, you have the following options.
 - Pay in Full.** You may pay the Balloon Payment in full when due.
 - Refinance.** You may refinance the Balloon Payment if you do not pay the Balloon Payment when due. You agree that the annual percentage rate for the refinancing will be the lower of the rate agreed to by you and us at the time of refinancing or the maximum rate permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment will be the same as in this contract if the refinanced amount will be fully paid within 36 months of the due date of the Balloon Payment. Otherwise, the monthly payment amount will be the amount needed to fully pay the refinanced amount within 36 months of the due date of the Balloon Payment. You may choose to refinance the Balloon Payment before it is due according to the above terms if you notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balloon Payment. If you choose to refinance, you must provide proof of insurance acceptable to us before the refinancing.
 - Set Back.** You may set the vehicle to us for an amount equal to the Balloon Payment. You must pay us any other amount owed under the contract. The amount you owe will be based, in part, on the vehicle's mileage. You also must pay us the estimated costs of all repairs to the vehicle that are the result of excess mileage and excess wear and use as described below and on the front of this contract. You must take the vehicle for inspection, to a place we select, no later than 15 days prior to the Balloon Payment due date. After the inspection, if you decide to set the vehicle to us, you must deliver the vehicle to us no later than the Balloon Payment due date. At that time, you must also give us a title, which shows no liens other than our lien, transferring ownership to us or a person we select. After the inspection, if you decide not to set the vehicle to us, you must contact us immediately.

You must pay us the excess mileage fee shown on the front of this contract. You are also responsible for repairs of all damage to the vehicle that is the result of excess wear and use. These repairs include, but are not limited to:

- Replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread.
- Repair all mechanical defects.
- Repair or replace, as needed, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all cracked, scratched, rusted, pitted, broken or missing trim and grill work; all cracked, cracked, pitted or broken glass; all faulty window mechanisms; all stains, burns or worn areas, and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to us.

YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, transfer, any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to abuse, seizure, confiscation, or involuntary transfer if we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security interest.
 - You give us a security interest in:
 - The vehicle and all parts or goods put on it,
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 - This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- Insurance you must have on the vehicle.
 - You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. **WARNING, UNLESS YOU PROVIDE US WITH EVIDENCE OF THE PHYSICAL DAMAGE INSURANCE COVERAGE AS REQUIRED BY THIS CONTRACT, WE MAY (BUT ARE NOT REQUIRED) PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT,**

BE ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR TO THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY DEBTOR HEREUNDER.

Recording NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases we will assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS
IF YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT BY JURY TRIAL.

A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

RECOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision), the arbitrability of the claim or dispute, between you and us or our employees, agents, successors or assigns, which arises out of or is to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and is a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 16th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration or to our mutual agreement. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing state law and the applicable dispute resolution rules. The arbitration hearing shall be conducted in the federal district in which you or unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fees and your arbitrator or hearing fee up to a sum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reduced in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall apply. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to the right to appeal under the Federal Arbitration Act.

We retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is deferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court judgment may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or installment contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason, the remainder of this Arbitration Provision shall be enforceable. The remainder of this Arbitration Provision shall be enforceable.

ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF ANY INSURANCE MAY BE ADDED TO YOUR AMOUNT FINANCED. IF THE COST IS ADDED TO THE AMOUNT FINANCED, THE ANNUAL PERCENTAGE RATE ON THIS CONTRACT WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR ANOTHER DATE AFTER THAT DATE OF LAPSE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S MANDATORY LIABILITY INSURANCE LAWS. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on such late payment as shown on the front of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
 - You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time,
 - You give false, incomplete, or misleading information on a credit application,
 - You start a proceeding in bankruptcy or one is started against you or your property or
 - You break any agreement in this contract.
 - The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back. If we take it, if we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES GELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. It does not apply at all if you bought the vehicle primarily for personal, family, or household use. Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de la venta sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing by e-mail or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.



STATE OF WASHINGTON

Vehicle Certificate of Title

Title Number

1731192133

Vehicle Identification Number (VIN)	Year	Make	Model	Body style
KM8R4DHE6LU094624	2020	HYUN	PALISADE	SPORT UTIL
Title Issue Date	Odometer Miles	Odometer Status	Fuel Type	
24-Mar-2020	35	Actual mileage	Gasoline	
Scale Weight	Gross Vehicle Weight Rating Code	Vehicle Color	Prior Title State	Prior Title Number
4,409	Class 1 - 6,000 pounds or less			1
Comments				
40700/2020				

Brands

Sale price \$ _____

Date of sale _____

Buyer: You must apply for title within 15 calendar days of acquiring the vehicle to avoid a penalty. Take this signed title vehicle/vessel licensing office with the appropriate fees.

Legal Owner: To release interest, sign below and give this title to the registered owner/transferee or to a vehicle licensing with the proper fee within 10 days of satisfaction of the security interest, or you may be liable to the owner/transferee for p

Seller: You must complete a Report of Sale and file it with the Department of Licensing within 5 business days of the File at dol.wa.gov or at any vehicle licensing office or county auditor.

Legal Owner

NUVISION FEDERAL CREDIT UNION
440 E 36TH AVE
ANCHORAGE AK 99503-4136

Registered Owner

JORDAN C BUCKLIN
15512 LIN AVE SE #
MONROE WA 98272

X

Signature of first legal owner releases all interest in the vehicle described above. If signing for a business, include business name, signature, and title.

Date

X

Signature of registered owner releases all interest in the vehicle described above. If signing for a business, include business name, signature and title.

Date

X

Signature of second legal owner releases all interest in the vehicle described above. If signing for a business, include business name, signature, and title.

Date

X

Signature of registered owner releases all interest in the vehicle described above. If signing for a business, include business name, signature, and title.

Date

I certify that the records of the Department of Licensing show the persons named hereon as registered owners and legal owners of the vehicle described

Teresa Bortson
Director, Department of Licensing

Assignment by registered owner

Federal regulation and state law require you to state the mileage when transferring ownership if the vehicle is less than 10 years old, unless exempt. Failure to complete this statement or providing a false statement may result in fines and/or imprisonment.

I certify, to the best of my knowledge, the odometer reading is ☒ (no tenths) Transfer date ____/____/____

Odometer reading in miles

This reading is (check one): ☐ the actual mileage of the vehicle ☐ in excess of its mechanic limits ☐ not the actual mileage.

Signature of transferee/buyer

X

PRINTED name of transferee/buyer

Signature of transferor/seller

X

PRINTED name of transferor/seller

Address of transferee/buyer

Address of transferor/seller

Payoff Inquiry

iMagic Review

Scan

Payoff Print Restrictions Payoff Quote History

Search Criteria

Account Number »

Effective Date » 01-30-2024

Query

Clear

Payoff Information

Per Diem / Base 5.37 365

Due Date 11-24-2023

Current Rate 6.74000

Escrow Per Diem / Base

Payoff Interest
Accrued Thru Date 01-30-2024

Rate Type Fixed

Operating Fund
Per Diem / Base

Maturity Date 08-24-2027

Customer Keyword

Quote Information

☐ Create Payoff QuoteRequestor
DetailExpiration
Date☐ Create Lockout Flag☐ Include Borrower Mailing Address

Save Quote

Closing Attorney

Closing Attorney

Balance Details

Balance Description	Due Institution	Due Customer	Institution	Processing Status	Reverse Charge
Late Charge Balance	72.38			Payoff	<input type="checkbox"/>
Note Interest	553.86			Payoff	<input type="checkbox"/>
Note Balance	29,070.50			Payoff	<input type="checkbox"/>
Total	29,696.74				<input type="checkbox"/>

Edit

Edit Charges

Amount

New Amount

Update

Close

Process